

**REQUEST FOR LEASE
PROPOSALS
OFFICE SPACE
+-10,000 SQUARE FEET**

Mississippi Department of Employment Security

Pascagoula, Mississippi

PROPOSALS DUE NO LATER THAN:

10:00 a.m. CDT on 5/28/2020

Proposals shall be delivered in a sealed opaque envelope to the following address:

Danny Lynch
Department Chief, Procurement
Mississippi Department of Employment Security
1235 Echelon Parkway
P.O. Box 1699
Jackson, Mississippi 39215-1699
RLP 2020-04

I. TERMS AND CONDITIONS

A. SCHEDULE

The schedule and dates below are subject to change. The dates below are intended to provide all Proposers an estimated time frame for Receipt of Lease Proposals (RLP) and the selection process. The purpose of this RLP is to acquire space to operate a WIN Job Center at the location specified above for the Mississippi Department of Employment Security (hereinafter MDES).

First Advertisement:	April 30, 2020
Second Advertisement:	May 7, 2020
Deadline for Receipt of Proposals:	May 28, 2020 (10:00 AM CDT)
Lease Presented to RPM for PPRB Approval:	July 1, 2020
Deadline for Building Occupancy:	August 1, 2020

B. CLARIFICATIONS

All requests for additional information related to this RLP shall be directed in writing to:

Danny Lynch
Mississippi Department of Employment Security
1235 Echelon Parkway
Jackson, MS 39213
Email: bids@mdes.ms.gov

When e-mailing, please input "RLP" in the subject line. Should a Proposer find discrepancies in or omissions from the Proposal Package or be in doubt as to its meaning, the Proposer should immediately notify MDES in writing for clarification.

C. DISQUALIFICATION AND REJECTIONS

MDES reserves the right to reject any and all Proposals. Reasons for rejecting a Proposal include, but are not limited to:

- a. The Proposal is not submitted at or by the specified time
- b. Failure to meet the minimum, mandatory requirements in this RLP
- c. The Proposal is incomplete or contains irregularities, which make the Proposal indefinite or ambiguous
- d. The Proposal is not signed by the owner or authorized agent
- e. The Proposal contains false or misleading information
- f. The Proposal ultimately fails to meet the announced requirements of the State in some material aspect
- g. The Proposal price is clearly unreasonable

D. ADDENDA

Any addenda to the Proposal Package issued before the time of Receipt of Proposals shall be included in the Proposal Package and become a part of the Lease contract. The Official Proposal Form will be modified with space to indicate the receipt of all addenda; OR, the Proposer may elect to print each addendum, sign and date, and submit the signed and dated addenda WITH the Proposal. Failure to acknowledge all addenda may render the Proposal non-responsive, if it is determined that the addenda had a material impact on the building requirements, price or time frame for building occupancy. An example of an addendum which would *not* impact building

requirements, price, or the time frame for building occupancy would be a correction to a phone number.

E. SUBMITTAL

Proposals must be delivered to the address indicated in the Advertisement and in this RLP. A minimum of **three (3) copies** of the Proposal shall be submitted in a sealed, opaque envelope. Proposals submitted by e-mail, fax, or any other method than that identified here will **not be accepted**. The following is an example of the envelope itself and how it should be addressed and labeled on the outside of the envelope:

Responder's Name	
Physical Address	
TO:	MDES 1235 Echelon Parkway Jackson, MS 39213
Attn: Danny Lynch Proposal for Lease RLP 2020-04	

NOTE: Please be sure to label the bottom left-hand corner of the envelope as "Proposal for Lease" along with the RLP number as shown above. Without this on the outside of the envelope, the Proposer risks the envelope being mistakenly opened with other mail.

F. WITHDRAWAL OF PROPOSAL

No Proposer will be allowed to withdraw his or her proposal once submitted and following the deadline for receipt of proposals. After submission, should a Proposer wish to withdraw his or her proposal due to an error or omission, the Proposer shall send a notice to MDES, **IN WRITING**, requesting that the Proposal be withdrawn and the reason for such.

G. RECEIPT OF PROPOSALS

Proposals shall not be opened publicly.

H. MANNER OF EVALUATION AND AWARD

Selection Process – MDES will review the Proposals for compliance with the required documentation to determine responsiveness. Representative(s) from MDES may require a site visit to determine responsiveness, and the proposer will be required to allow access to the proposed space. The responsive submittals will then be evaluated by MDES based on the requirements specifically outlined in this RLP, including but not limited to the following criteria:

- Lowest Cost per Square Foot

1. Right to Reject Submissions – MDES may at any time prior to the selection of a property and entering into final contract may reject any and all proposals and cancel this RLP, without liability therefore, when doing so is deemed to be in the MDES' best interests. Further, regardless of the number and quality of proposals submitted, MDES shall under no circumstances be responsible for any proposer's cost, risk or expenses related to the development and submission of this RLP. MDES accepts no responsibility for the return of successful or unsuccessful proposals. This RLP in no way obligates MDES to select a property or to enter into a contract with the property owner. MDES reserves the right to reject a proposal if the subject building contains friable asbestos.
2. Evaluation Criteria – The qualifications will be reviewed by MDES, which will employ the following evaluation criteria: The criteria for this RLP will be the lowest cost per square foot and responsiveness as determined by the overall condition of the facility during a site visit.

Award, if any, shall be made to Proposer who is deemed both responsible and responsive, and whose proposal is determined to be the most advantageous to the State, based on the Evaluation Criteria listed above and taking into consideration compliance with the requirements and preference in this RLP. Once MDES has made a decision of the space it wishes to lease, MDES will furnish all Proposers a Notice of Intent to Award. Final approval must be obtained by the Public Procurement Review Board and any communication made prior to such approval is subject to same.

I. LEASE CONTRACT

The Lease Agreement shall be in the form of the State of Mississippi's Standard Lease Agreement, found in Section VII of this RLP. By submitting this proposal, you are agreeing to all terms and conditions listed in the attached lease agreement. No changes can be made.

J. SHORT-LIST SELECTION AND BEST AND FINAL OFFER

MDES reserves the right to do a short-list of the top-scoring proposals submitted. Should MDES elect to perform a short-list selection, followed by Best and Final Offers, no more than three (3) proposals will be selected for the short-list. Should MDES choose *NOT* to perform a short-list selection, selection will be made based on the original Proposals submitted.

II. SPECIFICATIONS

Total Net Usable Square Feet: +-10,000
(This is to be taken from the RPM-3 Space Evaluation Form)

Preferred Term (Length) of Lease: 3 Years

Type of Space Requested (Design Function):

<u> X </u>	Office
<u> </u>	Warehouse/Storage
<u> </u>	Clinic / Hospital
<u> </u>	Residential
<u> </u>	Other
	<i>If "Other," please explain:</i> _____

A. SPACE REQUIREMENTS - Layout availability for the following:

- Private offices
- Space for cubicles
- Conference / meeting rooms
- Storage room

- Copy / work room
- Guest waiting area
- IT / Server Room
- Kitchen / Break area

B. ADDITIONAL REQUIREMENTS

Building Requirements:

Proposed space must not abut any facility or occupied space where harmful, noxious, and/or potentially dangerous odors are or could possibly be emitted.

HVAC system must be capable of maintaining the building's temperature at an acceptable level.

Restrooms:

Number of Male Restrooms: 2
 Number of Female Restrooms: 2
 Number of Unisex Restrooms:

The Numbers of Restrooms listed above are the minimum number. All restrooms shall meet ADA requirements and the number of stalls, urinals, sinks, etc. shall meet the minimum requirements of the Plumbing Code of the International Code Council (ICC).

Parking:

Number of Parking Spaces Required: +15
 Number of Parking Spaces on Site: +15
 Number of Parking Space in Proximity to Site:

Parking must be ADA-compliant. Based on the numbers of parking spaces, all Parking Spaces may be required to be located on site. Parking areas are to be lighted and compliant with ICC Standards for lighting requirements.

C. OPERATIONAL COSTS:

For the purposes of this Request for Proposals, this shall be a Gross Lease. The following operational costs shall be borne by the party indicated below. In all instances, Lessor is required to pay and provide all Taxes, Insurance Premiums, Sewer, Trash, and Landscaping for the building/facility.

	Lessor	Lessee	No Preference
Taxes	<u>X</u>	<u> </u>	<u> </u>
Insurance	<u>X</u>	<u> </u>	<u> </u>
Electricity	<u> </u>	<u>X</u>	<u> </u>
Gas	<u> </u>	<u>X</u>	<u> </u>
Water	<u> </u>	<u>X</u>	<u> </u>
Phone / Internet	<u> </u>	<u>X</u>	<u> </u>
Sewer	<u> </u>	<u>X</u>	<u> </u>
Trash	<u> </u>	<u>X</u>	<u> </u>
Janitorial Services	<u> </u>	<u>X</u>	<u> </u>
Janitorial Supplies	<u> </u>	<u>X</u>	<u> </u>
Security	<u> </u>	<u>X</u>	<u> </u>
Landscaping	<u>X</u>	<u> </u>	<u> </u>

PROPERTY TYPE

MDES reserves the right to give preference to specific properties depending on the type of space requested and its original/intended use. Spaces converted from one function to another will be considered, but MDES reserves the right to provide preference to those facilities in which the original design purpose meets the intended use of MDES. For example, buildings converted from warehouse space into office space will be considered, but preference will be given to those facilities originally designed and constructed as office space.

It is common for a building to have multiple uses and functions, and to be designed for such. In this event, the State of Mississippi will classify the building's type based upon the majority of square footage. For instance, a building that is 75% warehouse space and 25% office space will, for the purposes of this Proposal, be considered a warehouse.

PROPERTY CONDITION

It is the responsibility of the Proposer (or Lessor) to ensure that the property is maintained in a reasonable working and operable condition. As such, the Proposer should ensure that the property has operation and maintenance schedules in place for all items related to the building and equipment as appropriate. If awarded a Lease Agreement, the Proposer may be required to provide copies of any operations and maintenance schedules and contracts in place. Below are some schedule items that must be met:

- **ADA Compliance:** Proposer is to ensure that the building is ADA compliant in all aspects. In the event the building is not ADA-compliant, the Proposer will be required to make the necessary modifications to ensure the building is ADA-compliant prior to occupancy. Proposers should follow all Federal and State regulations for ADA compliance to ensure all requirements are met.
- **Electrical and Lighting:** The lighting and electrical system for the building and parking areas must meet all ICC (International Code Council) Standards, Policies, and Procedures related to such. Lessor will be required to supply all lamps, bulbs, and ballasts.
- **Carpet:** At the inception of the Lease Agreement, all carpet shall be in good condition, free from stains, pulls, and fraying. Throughout the initial term and any/all subsequent renewals, all carpet shall be replaced as needed. The minimum standard for carpet should be nylon, 26 oz. weight, Broadloom. Carpet tile is preferred, but broadloom is acceptable. Should broadloom be used, replacement of any carpet shall be performed after working hours, and Lessor will be responsible for moving all furniture and equipment, and then moving furniture and equipment back in the appropriate space once carpeting is complete. Damage caused to furniture and/or equipment caused by relocation shall be the responsibility of the Lessor.
- **Paint and Wall Coverings:** All walls shall be in good condition free from stains, fading, dents, and holes. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted as needed. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components. Wall coverings shall be in good condition, free from stains, scratches, peeling, and holes. Throughout the initial term and any/all subsequent renewals, all wall coverings shall be repaired as needed.
- **Maintenance Schedules:** Lessor should have in place, at the inception of any Lease Agreement or Renewal Lease, sufficient maintenance schedules for the following items and equipment for the building:
 - Roof
 - Mechanical System
 - Electrical System
 - Generator

Lessor may be called upon to provide copies of any preventative, or scheduled, maintenance contracts to ensure that all equipment and systems in the building are being maintained. Lessor will ensure that, in as much as reasonably possible, all scheduled maintenance to the building and building systems will be performed on weekends or outside of normal business hours.

- **Parking:** Parking area should be maintained in a state of good repair and must meet ADA requirements. Parking area should be clearly striped, and parking spaces designated as appropriate (handicap spaces, space numbers, etc.). Routine checks and maintenance should be performed to the parking structure or surface to ensure longevity and long-term use of the parking surface. In the event of standing water, protruding rebar or rods, large cracks, or uneven surfaces on the parking surface, Lessor may be called upon to correct such areas as needed. Parking lot striping shall remain visible throughout the term of the lease and restriped as needed.

FURNITURE AND EQUIPMENT

In the event that the Proposer is required to provide certain furniture or equipment as part of the Lease Agreement, those items will be clearly identified in the specifications listed herein. Otherwise, all furniture and equipment associated with the function and operation of MDES will be the responsibility of MDES, and the Proposer will not be responsible for providing those items as part of the Lease.

FIRE PROTECTION:

Lessor understands that all buildings and facilities shall meet all Local Fire Codes for the City/County in which the property is located.

1. **Occupancy:** The proposed space shall be complete and ready for occupancy following execution of the Lease Agreement. Should the space be ready for occupancy prior to this date, MDES shall have the option to occupy the space sooner, as agreeable between the Lessor and Lessee.
2. **Rentable Square Feet:** Proposers are to identify the number of rentable square feet (the amount of square feet for which rent shall be paid) offered for lease.

III. SCORING AND EVALUATION

Scoring and evaluation may include a site visit to determine responsiveness. Responsiveness will be determined by the factors in the RLP and submitted proposal. If determined to be responsive, **annual cost** will be the final evaluation factor.

IV. CHECKLIST FOR PROPOSERS

Each Proposer should read carefully to ensure that he or she has included all required forms and documents with the Proposal. The minimum requirements which must be included are:

1. Official Proposal Form, signed and dated (Document can be found in the last section of this RLP)
2. Photos of the Interior and Exterior of the Building
3. A Sketch or Drawing of the floor plan of the proposed space. This should include measurements of the available space.
4. Most recent ad valorem tax amount for the county in which the building is located.

V. ATTACHMENTS

OFFICIAL PROPOSAL FORM
(Must be completed and returned with proposal)

ADDRESS OF PROPERTY: _____

NAME OF PROPERTY OWNER: _____

NAME OF PROPERTY AGENT (if applicable): _____

TYPE OF SPACE (PRIMARY USE): _____ Office
_____ Storage / Warehouse
_____ Workshop / Training
_____ Residential
_____ Other

SPACE IS: _____ Existing
_____ Under Construction
_____ To be constructed

If the Space is under construction or to be constructed, the completion date is _____.

CONTRACT RENT:

Total Rentable Square Feet Offered for Lease: _____
Total Usable Square Feet Offered for Lease: _____
Rentable Square Feet by Area: _____ Office
_____ Storage
_____ Meeting / Conference Rooms
_____ Common Area
_____ Other

Annual Contract Rent: \$ _____

Annual Contract Rent Per Rentable Square Foot: \$ _____

Lessor agrees to provide the following to be included in the Annual Contract Rent: Insurance Premiums, Taxes, and Landscaping.

Number of Parking Spaces included as part of this Lease: _____

(It is the responsibility of each Proposer to ensure that sufficient parking is provided pursuant to the requirements in this RLP. Should the Proposer not be the owner of some or all of the proposed parking, it is the responsibility of the Proposer to have an agreement in place with the parking owner to ensure adequate parking is provided).

BUILDING SPECIFICATIONS (Please provide the information below as it pertains to the proposed building and space):

Gross Square Feet (Entire Building): _____

Age: _____

Type of Construction (Brick, Concrete, Wood, etc.): _____

Original Use of Building: _____

Last Major Renovation: _____

Roof Type: _____

Age of Roof: _____

A/C Type: _____

Age of A/C: _____

Heat Type: _____

Age of Heating Unit(s): _____

Ceiling Height: _____

Interior Walls: _____

Floor Covering: _____ Carpet
_____ Tile
_____ Carpet AND Tile
_____ Other

Average Number of Electrical Outlets per Room: _____

Type of Lighting: _____

Number of Restrooms: _____ Men
_____ Women
_____ Unisex

I agree that the proposed space is in compliance with the Americans with Disabilities Act of 1990 and subsequent revisions, and if the proposed space is not in compliance with this Act and subsequent revisions, I will make the necessary modifications to bring the building into compliance:

_____ Yes _____ No

Does the Building contain Asbestos? _____ Yes _____ No

If "Yes" is the Asbestos non-friable? _____ Yes _____ No

I agree that the proposed space, on the first (1st) date of occupancy, will meet or exceed all State and Local building codes, fire and safety regulations and zoning ordinances. _____ Yes _____ No

Please DISCLOSE all owners, partners, or corporate members holding an interest in this property other than the Owner/Agent listed herein:

The owner(s) of this property warrant that the leasing of this property to a state agency will not be in violation of Sections 25-4-103 and 25-4-105 of the Mississippi Code.

If the space offered for Lease is located in a multi-tenant building, please list the other tenants at this time:

This Proposal is submitted by _____, who is the Owner of the property, or who is the acting agent of the Owner of the property duly authorized to submit this proposal on behalf of the owner(s). This offer will be held by the Owner of the property until _____.

Signature (Owner / Authorized Agent)

Date

Address

Phone Number

Fax Number

Email Address

VI. ATTACHMENT

STANDARD LEASE AGREEMENT

Bureau of Building, Grounds and Real Property Management

RPM-5

RPM Lease Number: **260-203-23A**

PPRB Approval Date: **TBD**

This Lease Agreement entered into on this the day of, **TBD**, which is on or after the date the Public Procurement Review Board approved this Lease by and between, **LESSOR NAME**, whose address is **LESSOR ADDRESS**, (hereinafter referred to as "Lessor"), and the **Mississippi Department of Employment Security**, whose address is **P.O. Box 1699, Jackson, MS 39215-1699**, (hereinafter referred to as "Lessee"). The terms "Lessor" and "Lessee" shall include, whenever the context admits or requires, singular or plural, the heirs, legal representatives, successors and assigns of the respective parties.

WITNESSETH

FOR AND IN CONSIDERATION of the rental, covenants and conditions hereinafter stipulated to be paid and performed by Lessee, Lessor does hereby demise and let unto Lessee and Lessee does hereby accept and let from the Lessor, premises for the purposes of conducting the business activities of the **Pascagoula WIN Job Center** the following described property situate in the City of **Pascagoula**, County of **Jackson**, State of Mississippi, described as follows, to-wit:

ADDRESS

ADDRESS

AMOUNT Rentable Square Feet at **ADDRESS**

SECTION 1. The Base Term of this Lease (defined for the purpose of this Lease as that period of time for which rent is to be paid) shall be for **Thirty-six (36) Months** commencing on **TBD Month, Day, 2020**, and ending at 12:00 midnight on **TBD Month, Day, 2023**. The Lessor agrees that should the above described space not be prepared for occupancy per the specifications agreed between Lessor and Lessee by the first day of the Base Term of this Lease, the rent will be prorated accordingly, or the Lease may be voided at the option of the Lessee.

SECTION 2. The Lessee agrees to pay **AMOUNT** over the course of the entire Base Term to the Lessor for the demised premises, pursuant to the following schedule:

FLAT RATE: **In equal installments of \$AMOUNT per month**, which is based upon a rate of **\$0.00** per Rentable Square Foot.

SECTION 3. The Lessor shall furnish and pay for as part of Base Rent, as and when due so as to prevent any disruption in provision thereof, all utilities consumed or used incidentally to the demised premises, such as electricity, gas, water, sewer, trash and all other public utilities of every nature, kind and description except as specifically EXCLUDED below. The Lessee will, at all times, attempt to act in a prudent manner to conserve the amount of utilities consumed. Any utility excluded from Base Rent shall be the responsibility of the Lessee, however; the ability to meter the usage of any such excluded utility solely within the leased Occupant Area must be provided by Lessor. Utilities that are excluded from Base Rent shall not be permitted to be billed to the Lessee by the Lessor as additional or pass-thru charges by means of pro-rated values or calculations derived from bills from utility providers in the name of the Lessor. In no instance shall Lessee be responsible for additional charges for utility usage of Building Amenity Areas or Building Service Areas.

Lessee shall pay for, as and when due, all utilities consumed or used incident to the demised premises.

SECTION 4. The Lessee will, at all times, take good and ordinary care and precaution for the preservation of the demised premises.

Lessee shall furnish all janitorial services

SECTION 5. The Lessor shall pay, during the initial term of this Lease and any renewals or extensions thereof, all state, county and city ad valorem taxes and special assessments assessed against the property herein demised excluding any such taxes as may be assessed against the Lessee's fixtures and equipment used in said demised premises.

SECTION 6. The Lessee shall not be responsible for any increased costs incurred by the Lessor during the term of the Lease. Escalation and Expense Stop provisions are prohibited from inclusion in the Lease.

SECTION 7. Any notice required to be given by either party to the other party under the terms of this Lease shall be served upon such party by United States Certified Mail, as follows:

To Lessor: **LESSOR NAME**
LESSOR ADDRESS
LESSOR ADDRESS

To Lessee: **Mississippi Department of Employment Security**
P.O. Box 1699
Jackson, MS 39215-1699

SECTION 8. It is expressly understood and agreed that the Lessee's assumption of occupancy and the payment of rent is conditional on the receipt of Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State funds, and in the event of a discontinuance or decrease in Federal and/or State for any cause necessitating a reduction in the Lessee's staff or need for space, the Lessee's obligation for the payment of rent shall be diminished in proportion to a reduction in space without penalty or interest or the Lease may be terminated by Lessee. Where return of a portion of space corresponding to reduction in funds is not feasible for Lessor, Lessor may offer a smaller or

larger reduction for consideration, or may require termination rather than reduction. The Lessee shall notify the Lessor at least thirty (30) days in advance of any reduction in space or termination of the Lease necessitated by the discontinuance or decrease in Federal and/or State funds.

SECTION 9. It is distinctly understood and agreed by and between the parties hereto that in the event space becomes available to the Lessee herein in any State-owned building, the Lessee may unilaterally establish a revised end date for this Lease that is not less than thirty (30) days from the date of written notice by the Lessee to the Lessor and that upon such revised end date the terms contained herein shall become null and void without further consideration by Lessee.

SECTION 10. The Lessee shall not, without the previous consent in writing of the Lessor, assign this Lease or sublet the whole or any part of the demised premises or any part thereof to be used or occupied by others, which consent by Lessor shall not be unreasonably withheld. In the event Lessor consents to any such assignment or subletting, Lessee shall remain and continue primarily liable for the performance of the covenants and obligations on his part to be performed under this Lease during the base or any extended term hereof.

SECTION 11. The Lessor agrees to keep the building improvements erected on the demised premises insured against loss or damage by fire and all standard extended coverage perils for the full, fair insurable value thereof in a solvent and responsible company or companies authorized to do business in the State of Mississippi. The Lessor agrees to hold Lessee harmless and indemnified against any liability for injury or death to any person or damage to property in or upon the leased premises not caused directly by an act or omission of the Lessee or employee, agent, or patron of the Lessee. Lessor shall provide proof of insurance policy prior to execution of Lease and shall provide any amendments or changes to such policy throughout the base and any extended term hereof.

SECTION 12. At the expiration of the tenancy hereby created and any extended term thereof, Lessee shall surrender the leased premises in the same condition as the leased premises were in upon delivery of possession thereto under this Lease, reasonable wear and tear excepted, and damage by unavoidable casualty excepted. Lessee's obligation to observe or perform this covenant shall extend past the expiration or other termination of this Lease for not more than thirty (30) days. Any claims of Lessor against Lessee under this section must be delivered in writing to the Lessee as specified in Section 8 no later than thirty (30) days after the expiration or termination of this Lease.

SECTION 13. The Lessor covenants to keep and maintain, at Lessor's expense and with minimal disruption to the Lessee, said demised premises and facilities in a state of tenantable repair during the term of the Lease. Lessor shall not be called upon to make any such repairs occasioned by the acts of negligence of the Lessee, its agents, patrons, or employees, except where covered under Lessor's fire and extended coverage insurance. Lessor shall be responsible for moving and/or protecting tenant furniture and equipment as required to maintain space in tenantable condition. Tenantable condition shall be defined below for the following components and systems:

(1) Flooring:

a. Carpet – Carpeted areas shall be in good condition, free from stains, pulls, fraying. Throughout the initial term and any/all subsequent renewals, all carpet shall be replaced as needed.

b. Resilient – Vinyl Composition Tile, Luxury Vinyl Tile or similar resilient tile / plank floors shall be in good condition, free from scratches, chips, and blemishes. Throughout the initial term and any/all subsequent renewals, all resilient flooring shall be replaced as needed.

c. Other – Wood, Stone, Terrazzo, Ceramic, Porcelain and other similarly durable flooring shall be in good condition, sound, free from scratches, chips and other damage. Throughout the initial term and any/all subsequent renewals, all such flooring shall be re-finished, re-sealed, or re-grouted as needed.

(2) Walls:

a. Painted - Painted drywall or plaster walls and partitions shall be in good condition, free from stains, fading, dents, and holes. Throughout the initial term and any/all subsequent renewals, all painted drywall / plaster walls shall be re-painted as needed. Painting of walls shall include any / all applicable base, door frames / trim, window frames / trim, casing, crown, wainscot and other such trim components.

b. Wall Covering – Wall coverings shall be in good condition, free from stains, scratches, peeling, and holes. Throughout the initial term and any/all subsequent renewals, all wall coverings shall be repaired as needed.

(3) Ceilings:

a. Lay-In Acoustical Ceilings – LAT ceilings shall be in good condition, free from warped, yellowed, stained, or otherwise damaged ceiling tiles in properly suspended and supported grid. Ceiling tiles which are in poor condition **meaning stained, torn, misaligned, or otherwise damaged**, shall be replaced as needed.

b. Painted – Painted drywall or plaster ceilings shall be in good condition, free from stains, fading, dents, holes. Repairs shall be made as needed.

(4) Building Envelope:

a. Roof – Roof(s) shall be in good condition, free from leaks, and properly sloped to drains and maintained in such condition throughout the initial term including any/all subsequent renewals. Throughout the initial term and any/all subsequent renewals, all flat roofs shall be maintained, repaired, replaced and/or restored as needed.

b. Exterior Walls – Surfaces shall be in good condition, free from cracks, mold, and mildew, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals.

c. Joints – All sealant and caulk joints shall be in good condition, free from voids and gaps, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals.

d. Windows & Doors – All exterior openings shall be in good condition, free from cracked or damaged glass, water-tight and maintained in such condition throughout the initial term including any/all subsequent renewals. Integrity of sealed insulated and/or coated glazing units shall be maintained throughout the lease term. Window & door hardware, weather-stripping, and related components shall be sound, secure and properly maintained to provide for proper operation of same and to ensure both water-tightness and security of building.

(5) Plumbing:

a. General – All existing plumbing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Plumbing Code and Energy Code.

b. Fixture Quantity – Toilets, urinals, lavatories and drinking fountains shall be included in quantities complying with applicable provisions of the Plumbing Code. In toilet rooms where multiple fixtures are included, such fixtures shall be provided with privacy partitions of phenolic plastic, plastic laminate, enamel finished steel, stainless steel or equivalent. Appropriate toilet room accessories including toilet paper dispensers, soap dispensers, paper towel dispensers and/or electric hand dryers, mirrors, and grab bars.

c. Fixture Condition – Toilets, lavatories / vanities and drinking fountains shall be in good working condition, free from cracks, leaks or other damage and maintained in such condition throughout the initial term including any/all subsequent renewals.

d. Hot Water Boiler(s) – Equipment shall be in good operational condition, comply with all applicable codes and shall be less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart. Equipment shall be maintained in such condition throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

(6) HVAC:

a. General – All existing HVAC and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Mechanical Code and Energy Code. HVAC system shall be capable of maintaining temperature within a range of 68 to 78 degrees and humidity within a range 30% to 60%. Indoor Air Quality shall be maintained at all times and in accordance with ASHRAE 62.1 *Ventilation for Acceptable Indoor Air Quality*.

b. HVAC Equipment – Major equipment and components including air conditioners, heat pumps, chillers, cooling towers, boilers, VAV boxes, fans, coils, pumps, motors, starters and controls shall be in good operational condition, comply with all applicable codes and shall be no less than median service life in accordance with ASHRAE Equipment Life Expectancy Chart. Equipment shall be maintained in such

condition, including filter replacement, lubrication, provision of chemicals and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Any/all equipment which reaches median service life during the lease term shall be carefully reviewed to determine remaining reliable life and shall be replaced by Lessor when equipment becomes un-reliable or highly inefficient at no additional cost to the Lessee.

c. Air Quality – Should, at any time during the initial term and any/all subsequent renewals of this Lease, hazardous material, chemical, or odor be discovered in the leased building in any amounts determined by the Mississippi Department of Environmental Quality to be acceptable, the Lessor will have sixty (60) days from the date of written notice by the Lessee to satisfactorily dispose of the hazardous material, chemical, or odor or the Lessee may terminate the Lease at any time after such period with no penalty to the Lessee. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to existence of such hazardous condition.

(7) Electrical:

a. General – All existing electrical and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.

b. Lighting – Fixtures shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including ballast, starter, and bulb replacement and other required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals.

Lessor will be required to supply all lamps, bulbs, and ballasts.

(8) Elevator, Fire Alarm, Fire Suppression, Security, Access Control:

a. General – All existing and such work performed prior to occupancy by Lessee shall be in accordance with applicable provisions of the Electrical Code and Energy Code.

b. Equipment – Any/all such equipment and systems shall be in good operational condition, comply with all applicable codes and shall be maintained in such condition, including any required servicing on a regularly scheduled basis, throughout the initial term including any/all subsequent renewals. Lessor shall comply with any/all applicable inspection requirements by authorities having jurisdiction and furnish copies of any/all inspection reports promptly to Lessee.

(9) Security:

a. Doors – Lessor shall be responsible for provision and maintenance of lockable and secure doors to building and tenant spaces.

b. Lighting – Lessor shall be responsible for provision and maintenance of appropriately lighted lobbies, common areas, exterior and parking areas free from dimly lit areas of potential concealment.

c. Safe Environment – Lessor shall be responsible for taking all reasonable steps to prevent loitering, vagrancy or other criminal activity on the premises including, but not limited to promptly reporting all such activity to local law enforcement.

(10) Grounds:

a. General - Ground, pavement and other surfaces directly adjacent to building shall slope away from building to prevent water intrusion. Grade level and sub-grade storm water management features and infrastructure shall be adequate and properly maintained to prevent water intrusion. Lawns, trees, shrubs, landscaped beds, pavements and sidewalks where applicable shall be maintained in good condition throughout the initial term and any/all subsequent renewals.

b. Lawns shall be full, free from weeds, bare spots, ruts and shall be properly cut on a regularly scheduled basis.

c. Trees and shrubs shall be properly pruned.

d. Landscaped beds shall be properly watered and free from weeds.

e. Joints in pavements and sidewalks shall be properly sealed and free from weeds.

SECTION 14. Should the leased building be totally or substantially destroyed by fire, the elements or otherwise, so as to render the demised building untenable, either party shall have the option to cancel the remaining portion of this Lease or of any extended term or period thereof. Lessee shall have no obligation to pay rent of any nature so long as the leased building is untenable. Lessor may offer comparable space under the same terms and conditions as this Lease, subject to Lessee's approval, which will not be unreasonably withheld.

SECTION 15. Failure on the part of the Lessee to pay any installment of rent when the same comes due and payable, or failure of either Lessee or Lessor to promptly and faithfully keep and perform each and every covenant agreed and stipulated herein on the part of the Lessee or Lessor to be kept and performed, shall at the option of the Lessor or Lessee cause a forfeiture of this Lease.

(1) **Reservation of Rights:** Nothing contained in the foregoing paragraph shall be construed to waive either party's right to cancel this Lease in the event of any forfeiture or breach on the part of the other party hereto, all of which rights or cancellation are herein specifically reserved.

(2) Notice:

a. Prior to a declaration of forfeiture for default in payment of rent or additional rent, Lessor shall give to Lessee a Notice in writing, thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of forfeiture by paying such rent.

b. Prior to a declaration of forfeiture for default by Lessee in performing covenants other than for payment of rent, Lessor shall give to Lessee a Notice in writing thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessee may purge itself of the grounds of

forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary to cure such defect, which shall not be unreasonably rejected.

c. Prior to a declaration of forfeiture for default by Lessor in performing covenants, Lessee shall give to Lessor a Notice in writing at least thirty (30) days prior thereto in the manner provided for by Section 8 hereof, during which time Lessor may purge itself of the grounds of forfeiture by responding thereto in not less than fifteen (15) days from receipt of such Notice, copying the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management, with proposed cure to default to be completed within thirty (30) days or within such longer term as may be reasonably necessary, which shall not be unreasonably rejected. The Base Rent shall be reduced on a prorated basis for any period where Lessee must vacate all or portions of the Rentable Area due to default by Lessor in performing covenants.

SECTION 16. Lessor covenants that the Lessee, on paying the rent herein determined, and performing the covenants and agreements hereof, shall peaceably have, hold and enjoy the Rentable Area and all rights, easements and privileges belonging or in anywise pertaining thereto, during the initial term including any/all subsequent renewals or extensions thereof. The Lessee shall have reasonable expectation of quiet enjoyment of premises. While periodic minimal disruptions in order for Lessor to perform maintenance required to keep premises in tenantable condition are anticipated and generally acceptable to Lessee; however, excessive, repetitive or prolonged disruptions are unacceptable. Lessor shall be entitled to reduce rental payments under such conditions as follows:

(1) **Minor Disruptions:** Where use of an area constituting less than 25% of the leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, rental payments may be reduced by the Rental Rate times the portion of the Rentable Area so disturbed times the number of days such disruption continues.

(2) **Major Disruptions:** Where 25% or more of the entire leased area is disrupted due to un-tenantable conditions or maintenance activities for more than 50% of a normal working day, or any disruption necessitating closing of offices by agency or department, rental payments may be reduced by the Rental Rate times the entire Rentable Area times the number of days such disruption continues.

(3) **Prolonged Disruptions:** Disruptions continuing beyond three normal working days, or multiple disruptions in a one month period, shall constitute cause for termination for default of Lease Contract.

SECTION 17. Lessor will provide paved parking area(s) sufficient for the operation of said agencies on the leased premises, without additional cost to Lessee.

Lessor will reserve ## spaces exclusively for the lease.

Lessee shall keep its own parking area free of trash and debris.

SECTION 18. Lessor hereby grants the Lessee the right and option to extend this Lease for a further term of up to three (3) months commencing at the expiration of the initial term or subsequent renewal term where applicable; provided, however, that written notice of the exercise of such option shall be given by Lessee to Lessor at least thirty (30) days before the expiration of such term of this Lease. Such extension shall be at the same annual rental rate as the year proceeding the extension term prorated for the number of additional months of such extension. All other terms and conditions set out herein shall be in effect during the term of the extension.

SECTION 19. This Lease will not become valid and binding until approved in writing by the Department of Finance and Administration acting through the Real Property Division of the Bureau of Building, Grounds and Real Property Management, and the Public Procurement Review Board.

SECTION 20. It shall be the sole responsibility of the Lessor to provide space that is fully compliant with any/all codes, regulations and other Federal, State and Local requirements. Submission of a Lease Proposal shall constitute representation by offeror that any proposed building including any/all proposed modifications does or will comply with all such items prior to occupancy by Lessee and shall be maintained in such compliance during the initial term and any/all subsequent renewals or extensions thereof. Applicable requirements include, but are not necessarily limited to the following:

(1) **Building Code**

(2) **Fire Code**

(3) **Plumbing Code** (including provisions relating to minimum number of fixtures)

(4) **Mechanical Code**

(5) **Electrical Code**

(6) **Mississippi Conveyance Safety Act**

(7) **Energy Code**

(8) **Zoning Regulations**

(9) **Environmental Regulations**

(10) **ADA** (as applicable to both occupants and visitors)

(11) **Antiquities Law** – If proposed space involves any alteration to a National Landmark, Mississippi Landmark or potentially eligible property, obtaining of any required approvals as well as any mitigation must be included at no additional cost to the Lessee. The Lessor, at its sole cost and expense, shall retain the services of a preservation architect who meets or exceeds the Secretary of the Interior's Professional Qualifications Standards for Historic Architecture as amended and annotated and previously published in the Code of Federal Regulations, 36 CFR part 61 if proposal includes modifications to any such property.

SECTION 21. The Lessor or Lessors herein warrant and that this Lease is not made in violation of Section 25-4-105 *Certain actions, activities and business relationships prohibited or authorized; contracts in violation of section voidable; penalties* of the Mississippi Code of 1972, annotated. Should it be determined during the term of this Lease that it is in violation of Section 25-4-105, the Lessee may terminate this Lease with no less than a written thirty (30) day notice to Lessor with no penalty to the Lessee.

SECTION 22. The Lessee and Lessor may terminate this Lease, upon mutual agreement. The Lessee and Lessor shall agree in writing as to the said termination, specifying the part of the Lease terminated and when the termination becomes effective, with notification to the Real Property Management Division Director of the Department of Finance and Administration's Bureau of Building, Grounds and Real Property Management. This Section does not affect the Sections herein that pertain to default and/or failure to comply with Lease provisions and pertains only to cancellation and/or termination of Lease, upon mutual agreement of the parties.

SECTION 23. The Lessor agrees to accept payment via the State of Mississippi's electronic and remittance vehicle. The Lessee agrees to make payment in accordance with Mississippi law on "Timely Payments for Purchases by Public Bodies", Section 31-7-301, *et seq.* of the Mississippi Code of 1972, Annotated, which generally provides for payment of undisputed amounts within forty-five (45) days of receipt of the invoice. Payments using the Statewide Accounting System shall be made and remittance information provided electronically as directed by the Lessee. These payments shall be deposited into the bank account of the Lessor's choice. The Lessee may, at its sole discretion, require the Lessor to submit invoices and supporting documentation electronically at any time during the initial term and any/all subsequent renewals or extensions. The Lessor understands and agrees that the Lessee is exempt from the payment of taxes. All payments shall be in United States currency.

SECTION 24. Provided the Lessor is given reasonable advance written notice and such inspection is made during normal business hours of the Lessor, the Contractor agrees that the Lessee or any of its duly authorized representatives at any time during the term of this Lease shall have unimpeded, prompt access to and the right to audit and examine any pertinent books, documents, papers, and records of the Lessor related to the Lessor's charges and performance under this Lease. All records related to this Lease shall be kept by the Lessor for a period of three (3) years after final payment under this Lease and all pending matters are closed unless the Lessee authorizes their earlier disposition. However, if any litigation, claim, negotiation, audit or other action arising out of or related in any way to this Lease has been started before the expiration of the three (3) year period, the records shall be retained for one (1) year after all issues arising out of the action are finally resolved or until the end of the three (3) year period, whichever is later. The Lessor agrees to refund to the Lessee any overpayment disclosed by any such audit arising out of or related in any way to this contract.

SECTION 25. The Lease shall be governed by and construed in accordance with the laws of the State of Mississippi, excluding its conflicts of laws, provisions, and any litigation with respect thereto shall be brought in the courts of said state. The Lessor shall comply with applicable federal, state, and local laws and regulations.

SECTION 26. The Lessor shall not assign, sub-contract or otherwise in whole or in part, its right or obligations under this Lease without prior written consent of the Lessee and the Public Procurement Review Board. Any attempted assignment or transfer without said consent shall be void and of no effect. No such approval by Lessee of any sub-contract shall be deemed in any way to provide for the incurrence of any obligation of Lessee in addition to the total fixed price agreed upon in this Lease. Sub-contracts shall be subject to the terms and conditions of this agreement and to any conditions of approval that the Lessee may deem necessary. Subject to the foregoing, this agreement shall be binding upon the respective successors and assigns of the parties.

SECTION 27. The Lessor understands that the Lessee is an equal opportunity employer and therefore maintains a policy which prohibits unlawful discrimination based on race, color, creed, sex, age, national origin, physical handicap, genetic information, or any other consideration made unlawful by federal, state, or local laws. All such discrimination is unlawful and the Lessor agrees during the initial term and any/all subsequent renewals or extensions that the Lessor will strictly adhere to this policy in its employment practices and provision of services. The Lessor shall comply with, and all activities under this Lease shall be subject to, all applicable federal, state, and local laws and regulations, as now existing and as may be amended or modified.

SECTION 28. This Lease, including any accompanying exhibits, attachments, and appendices, is subject to the "Mississippi Public Records Act of 1983," codified as Section 25-61-1 et seq., Mississippi Code Annotated and exceptions found in Section 79-23-1 of the Mississippi Code Annotated (1972, as amended). In addition, this Lease is subject to provisions of the Mississippi Accountability and Transparency Act of 2008 (MATA), codified as Section 27-104-151 of the Mississippi Code Annotated (1972, as amended). Unless exempted from disclosure due to a court-issued protective order, this Lease is required to be posted to the Department of Finance and Administration's independent agency contract website for public access. Prior to posting the Lease to the website, any information identified by the Lessor as trade secrets, or other proprietary information including confidential vendor information, or any other information which is required confidential by state or federal law or outside the applicable freedom of information statutes will be redacted. A fully executed copy of this agreement shall be posted to the State of Mississippi's accountability website at: <http://www.transparency.mississippi.gov>.

SECTION 29. If applicable, the Lessor represents and warrants that it will ensure its compliance with the Mississippi Employment Protection Act of 2008, Section 71-11-1, et seq. of the Mississippi Code of 1972, Annotated, and will register and participate in the status verification system for all newly hired employees. The term "employee" as used herein means any person that is hired to perform work within the State of Mississippi. As used herein, "status verification system" means the Illegal Immigration Reform and Immigration Responsibility Act of 1996 that is operated by the United States Department of Homeland Security, also known as the E-Verify Program, or any other successor electronic verification system replacing the E-Verify Program. The Lessor agrees to maintain records of such compliance and, upon request of the State and approval of the Social Security Administration or Department of Homeland Security, where required, to provide a copy of each such verification to the State. The Lessor further represents and warrants that any person assigned to perform services hereafter meets the

employment eligibility requirements of all immigration laws of these warranties, the breach of which may subject the Lessor to the following: (1) termination of this Lease and ineligibility for any state or public contract in Mississippi for up to three (3) years, with notice of such cancellation/termination being made public, or (2) the loss of any license, permit, certification or other document granted to the Lessor by an agency, department or governmental entity for the right to do business in Mississippi for up to one (1) year, or (3) both. In the event of such cancellation/termination, the Lessor would also be liable for any additional costs incurred by the State due to the contract cancellation or loss of license or permit.

SECTION 30. This Lease may be modified, altered or changed only by written agreement of both parties subject to approval by the Public Procurement Review Board. The parties agree to renegotiate the Lease if federal, state and/or any applicable laws or regulations make changes in this Lease necessary.

SECTION 31. The Lease shall be governed by the applicable provisions of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual* as adopted by the Public Procurement Review Board, a copy of which is available at 501 North West St., Suite 1401, Jackson, MS 39201 for inspection or downloadable at www.dfa.ms.gov.

SECTION 32. The Lessor represents that it has not retained a person to solicit or secure a Lease upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except as disclosed in the Lessor's proposal.

SECTION 33. The Lessor represents that it has not violated, is not violating, and promises that it will not violate the prohibition against gratuities as set forth in Section 700.5 *Gratuities* of the Department of Finance and Administration, Bureau of Building, Grounds and Real Property Management *Leasing Manual*.

IN WITNESS WHEREOF, this Lease Agreement has been duly executed in duplicate originals on the date hereinbefore set forth.

LESSOR (Individual or Corporation)

By: _____

Title: _____

LESSEE

By: _____

Title: _____

(Lessee's acknowledgment)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____ day of _____, _____, before me the undersigned Notary, personally appeared

_____, who acknowledged himself/herself to be the _____ of

_____, for and on behalf of the State of Mississippi, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

(Lessor's acknowledgment - Individual)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____ day of _____, _____, before me the undersigned Notary, personally appeared

_____, known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he/she executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____

(Lessor's acknowledgment - Corporation)

STATE OF MISSISSIPPI

COUNTY OF _____

On this the _____ day of _____, _____, before me the undersigned Notary, personally appeared

_____, who acknowledged himself/herself to be the _____ of

_____, and that he/she being authorized so to do, executed the foregoing instrument for the purposes therein contained.

In witness whereof, I hereunto set my hand and official seal.

Notary Public

(SEAL)

My Commission Expires _____